

Message Text

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ORIGIN L-03

INFO OCT-01 EUR-12 EA-10 ISO-00 OES-07 ACDA-12 DOE-15
NRC-05 SS-15 CIAE-00 INR-10 IO-13 NSAE-00 EB-08
SOE-02 DODE-00 SP-02 CEQ-01 PM-05 SSO-00 INRE-00
NSCE-00 DOEE-00 /121 R

DRAFTED BY L/N:RJBETTAUER:AVW
APPROVED BY OES/NET:LVNOSENZO
ACDA - WILLIAMSON, MARSHALL
DOE - BRUSH, SLAWSON
NRC - STOIBER (INFO)
T/D - WELCH (INFO)
S/AS - KELLEY
EUR/CAN - CLEMENT (DRAFT)
EA/ANP - HURWITZ (SUBST)
-----111548 170005Z /64
O 162259Z JUN 78
FM SECSTATE WASHDC
TO AMEMBASSY OTTAWA IMMEDIATE
AMEMBASSY CANBERRA IMMEDIATE

C O N F I D E N T I A L STATE 154204

E.O. 11652:

TAGS: PARM, MNUC, TECH, AS, CA

SUBJECT: NUCLEAR COOPERATION AGREEMENT

REFS: (A) STATE 93306 (B) CANBERRA 4176 (NOTAL);
(C) OTTAWA 2905 (NOTAL)

1. THIS CABLE PROVIDES MODIFICATIONS TO TEXT OF MODEL U.S.
AGREEMENT FOR PEACEFUL NUCLEAR COOPERATION (TRANSMITTED PARA
18 OF REFTEL (A)) THAT ARE APPROPRIATE FOR NEGOTIATIONS
WITH CANADA AND AUSTRALIA. YOU ARE REQUESTED TO PROVIDE
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HOST GOVERNMENT WITH DOCUMENT REFLECTING MODEL AGREEMENT
FOR COOPERATION WITH THE MODIFICATIONS CONTAINED THIS CABLE
AS SOON AS POSSIBLE.

2. FOR OTTAWA: PURSUANT TO LABERRGE/NOSENZO TELECON
MAY 26 U. S. TEAM VISITING OTTAWA TO INITIATE NUCLEAR
COOPERATION AGREEMENT NEGOTIATIONS JUNE 29. WHILE LABERGE
SAID THAT MODEL AGREEMENT CONTAINED REFTEL (A) WAS IM-
PROVEMENT OVER PREVIOUS DRAFTS, HE EXPRESSED CONCERN THAT
IT STILL WAS NOT SUITED TO CANADIAN SITUATION. NOSENZO

PROMISED THAT WE WOULD PROMPTLY PROVIDE REVISIONS IN AGREEMENT, WHICH GOC INTENDS TO STUDY PRIOR TO JUNE 29 TEAM VISIT. IN PRESENTING THIS DRAFT, YOU SHOULD REMIND LABERGE THAT OUR LONG, UNIQUE AND CLOSE NUCLEAR COOPERATION

RELATIONSHIP--WHEN CONSIDERED IN THE CONTEXT OF THE STRINGENT REQUIREMENTS BOTH SIDES NORMALLY INCORPORATE IN THEIR BILATERAL AGREEMENTS--IS BOUND TO PRODUCE A VARIETY OF SPECIAL CIRCUMSTANCES UNLIKE THOSE EITHER OF US HAVE WITH ANY OTHER COOPERATING STATE. WE HAVE ATTEMPTED TO TAKE CARE OF MANY OF THESE SITUATIONS (SUCH AS HEAVY WATER TECHNOLOGY). HOWEVER, WE HAVE TO DISCUSS HOW TO DEAL WITH OTHER ISSUES SUCH AS CONTROLS APPLIED TO MATERIAL PRODUCED IN CANADIAN REACTORS WHILE SUCH REACTORS CONTAIN U.S.-SUPPLIED BOOSTER RODS AND THE APPLICATION OF CONTROLS IN THE NEW AGREEMENT TO NUCLEAR AND MODERATOR MATERIAL PREVIOUSLY TRANSFERRED PRIOR TO THE EXCHANGE OF NOTES.

3. FOR CANBERRA: REVISIONS IN MODEL AGREEMENT SET FORTH BELOW RESPOND TO MOST POINTS IN COMMENTS REFERRED TO PARA 2 OF REFTEL (B). IN VIEW OF IMMINENT TEAM VISIT, WE HAVE FOCUSED ON CLEARING REVISED LANGUAGE FOR MODEL AGREEMENT, RATHER THAN NARRATIVE RESPONSE TO AUSTRALIAN POINTS. CONFIDENTIAL

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WHEN TEAM VISITS AUSTRALIA JUNE 21-24 WE WILL BE ABLE TO RESPOND TO AND DISCUSS ADDITIONAL POINTS CONTAINED IN GOA DOCUMENT AND IN REFTEL (B).

4. THE NAMES "CANADA" AND "AUSTRALIA" SHOULD BE FILLED IN BLANKS RESPECTIVELY, THROUGHOUT MODEL AGREEMENT. IN PRE-AMBULARA PARA ONE, AND IN PARA ONE OF ARTICLE 12, THE DATE OF SIGNATURE FOR CANADIAN AGREEMENT IS JUNE 15, 1955, AS

AMENDED, AND FOR AUSTRALIAN AGREEMENT IS JUNE 22, 1956, AS AMENDED.

5. FOR OTTAWA: CHANGE PREAMBLE BY ADDING NEW FIRST PREAMBULAR PARA: "RECALLING THEIR LONGSTANDING SPECIAL RELATIONSHIP IN THE NUCLEAR FIELD;".

6. REVISE ARTICLE 1 BY ADDING FOLLOWING NEW PARA 4:
"4. COOPERATION UNDER THIS AGREEMENT SHALL REQUIRE THE APPLICATION OF IAEA SAFEGUARDS WITHIN THE TERRITORY OF THE UNITED STATES IN ACCORDANCE WITH THE PROVISIONS OF AN AGREEMENT TO BE ENTERED INTO BETWEEN THE UNITED STATES AND THE IAEA FOR THE APPLICATION OF SAFEGUARDS IN THE UNITED STATES. PENDING ENTRY INTO FORCE OF SUCH AN AGREEMENT BETWEEN THE UNITED STATES AND IAEA, COOPERATION MAY CONTINUE PURSUANT TO THE ARRANGEMENTS ESTABLISHED BY PARAGRAPH 5 OF ARTICLE 9."

7. FOR OTTAWA: DELETE PARA 4 OF ARTICLE 3 AND REPLACE WITH THE FOLLOWING PARAGRAPH:

-4. HEAVY WATER PRODUCTION TECHNOLOGY MAY BE TRANSFERRED, EXCEPT THAT SENSITIVE NUCLEAR TECHNOLOGY INVOLVING HEAVY WATER PRODUCTION SHALL BE TRANSFERRED UNDER THE AGREEMENT ONLY UNDER SUCH TERMS AND CONDITIONS AS THE PARTIES MAY AGREE. SENSITIVE NUCLEAR TECHNOLOGY OTHER THAN THAT INVOLVING HEAVY WATER PRODUCTION SHALL NOT BE TRANSFERRED
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UNDER THIS AGREEMENT UNLESS SPECIFICALLY PROVIDED BY AN AMENDMENT TO THIS AGREEMENT."

8. WITH RESPECT TO ARTICLE 3, YOU MAY INFORM GOC AND GOA RESPECTIVELY, THAT MORE AREAS OR DETAIL COULD BE ADDED TO THE PROVISION ON THE EXCHANGE OF INFORMATION.

9. USE FOLLOWING VERSION OF ARTICLE 4, INSTEAD OF EITHER TEXT CONTAINED IN REFTEL (A):

"ARTICLE 4 (TRANSFER OF EQUIPMENT AND MATERIAL)

1. EQUIPMENT AND MATERIAL MAY BE TRANSFERRED PURSUANT TO THIS AGREEMENT FOR SPECIFIED APPLICATIONS. HOWEVER, SENSITIVE NUCLEAR FACILITIES AND MAJOR CRITICAL COMPONENTS SHALL NOT BE TRANSFERRED UNDER THIS AGREEMENT UNLESS SPECIFICALLY PROVIDED BY AN AMENDMENT TO THIS AGREEMENT.

2. SOURCE MATERIAL AND LOW-ENRICHED URANIUM MAY BE TRANSFERRED FOR USE AS FUEL IN REACTORS AND REACTOR EXPERIMENTS, OR FOR ENRICHMENT, CONVERSION OR FABRICATION.

3. SPECIAL NUCLEAR MATERIAL OTHER THAN LOW-ENRICHED URANIUM AND MATERIAL CONTEMPLATED UNDER PARAGRAPH 6 MAY, IF THE PARTIES AGREE, BE TRANSFERRED FOR SPECIFIED APPLICATIONS WHERE TECHNICALLY AND ECONOMICALLY JUSTIFIED OR WHERE JUSTIFIED FOR THE DEVELOPMENT AND DEMONSTRATION OF REACTOR FUEL CYCLES TO MEET ENERGY SECURITY AND NON-PROLIFERATION OBJECTIVES.

4. THE QUANTITY OF NUCLEAR MATERIAL TRANSFERRED UNDER THIS AGREEMENT SHALL NOT AT ANY TIME BE IN EXCESS OF THE QUANTITY THE PARTIES AGREE IS NECESSARY FOR ANY OF THE FOLLOWING
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ING PURPOSES: THE LOADING OF REACTORS OR USE IN REACTOR EXPERIMENTS, THE EFFICIENT AND CONTINUOUS OPERATION OF SUCH REACTORS OR CONDUCT OF SUCH REACTOR EXPERIMENTS AND THE ACCOMPLISHMENT OF OTHER PURPOSES AS MAY BE AGREED BY

THE PARTIES. IN THE EVENT OF ANY EXCESS OF HIGH ENRICHED URANIUM IN (), THE UNITED STATES SHALL HAVE THE RIGHT TO REQUIRE THE RETURN OF ANY HIGH ENRICHED URANIUM TRANSFERRED PURSUANT TO THIS AGREEMENT (INCLUDING IRRADIATED

HIGH ENRICHED URANIUM) WHICH CONTRIBUTES TO THIS EXCESS. IF THIS RIGHT IS EXERCISED, THE PARTIES SHALL MAKE APPROPRIATE COMMERCIAL ARRANGEMENTS WHICH SHALL NOT BE SUBJECT TO ANY FURTHER AGREEMENT BETWEEN THE PARTIES AS OTHERWISE CONTEMPLATED UNDER ARTICLES 5 AND 6.

5. ANY HIGH ENRICHED URANIUM TRANSFERRED TO () PURSUANT TO THIS AGREEMENT SHALL NOT BE AT A LEVEL OF ENRICHMENT IN THE ISOTOPE 235 IN EXCESS OF LEVELS TO WHICH THE PARTIES AGREE ARE NECESSARY FOR THE PURPOSES DESCRIBED IN PARAGRAPH 5.

6. SMALL QUANTITIES OF MATERIAL, INCLUDING SPECIAL NUCLEAR MATERIAL, MAY BE TRANSFERRED FOR USE AS SAMPLES, DETECTORS, TARGETS, AND SUCH OTHER PURPOSES AS THE PARTIES MAY AGREE. TRANSFERS PURSUANT TO THIS PARAGRAPH SHALL NOT BE SUBJECT TO THE QUANTITY LIMITATIONS IN PARAGRAPH 5."

FOR OTTAWA ONLY:

"7. THE UNITED STATES SHALL ENDEAVOR TO TAKE SUCH ACTIONS AS MAY BE NECESSARY TO ENSURE A RELIABLE SUPPLY OF NUCLEAR FUEL TO (), INCLUDING THE EXPORT OF NUCLEAR MATERIAL ON A TIMELY BASIS AND THE AVAILABILITY OF THE CAPACITY TO CARRY OUT THIS UNDERTAKING DURING THE PERIOD OF THIS AGREEMENT.")

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10. REVISE PARA ONE OF ARTICLE 5 TO READ AS FOLLOWS:
"MATERIAL TRANSFERRED PURSUANT TO THIS AGREEMENT AND MATERIAL USED IN OR PRODUCED THROUGH THE USE OF ANY MATERIAL OR EQUIPMENT TRANSFERRED PURSUANT TO THIS AGREEMENT MAY BE STORED BY EITHER PARTY, EXCEPT THAT EACH PARTY GUARANTEES THAT NO SUCH PLUTONIUM OR URANIUM 233 (EXCEPT AS CONTAINED IN IRRADIATED FUEL ELEMENTS), OR HIGH ENRICHED URANIUM OVER WHICH IT HAS JURISDICTION, SHALL BE STORED IN ANY FACILITY THAT HAS NOT BEEN AGREED TO IN ADVANCE BY THE PARTIES. WITH RESPECT TO SUCH PLUTONIUM, URANIUM 233 AND HIGH ENRICHED URANIUM IN THE UNITED STATES, SUCH ADVANCE AGREEMENT SHALL NOT BE REQUIRED FOR STORAGE IN FUEL FABRICATION, CONVERSION, REACTOR AND SPENT FUEL STORAGE FACILITIES.
FYI. THE LATTER SENTENCE, WHICH IS BASED ON THE U.S.-CANADIAN INTERIM AGREEMENT OF NOVEMBER 15, 1977, COULD BE IN AN ACCOMPANYING NOTE. END FYI.

11. FOR OTTAWA: REVISE PARA 2 OF ARTICLE 5 AS FOLLOWS:

"MATERIAL, EQUIPMENT OR SENSITIVE NUCLEAR TECHNOLOGY INVOLVING HEAVY WATER PRODUCTION, TRANSFERRED PURSUANT TO THIS AGREEMENT, ANY SPECIAL NUCLEAR MATERIAL PRODUCED

THROUGH THE USE OF ANY SUCH MATERIAL OR EQUIPMENT, AND ANY HEAVY WATER PRODUCED THROUGH THE USE OF ANY SUCH TECHNOLOGY MAY BE RETRANSFERRED BY THE RECIPIENT PARTY, EXCEPT THAT SUCH PARTY GUARANTEES THAT ANY SUCH MATERIAL, EQUIPMENT, TECHNOLOGY, PRODUCED SPECIAL NUCLEAR MATERIAL OR PRODUCED HEAVY WATER OVER WHICH IT HAS JURISDICTION, SHALL NOT BE TRANSFERRED TO UNAUTHORIZED PERSONS, OR, UNLESS THE PARTIES AGREE, BEYOND ITS TERRITORIAL JURISDICTION."

12. REVISE PARA 2 OF ARTICLE 6 AS FOLLOWS:

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"2. EACH PARTY GUARANTEES THAT NO URANIUM TRANSFERRED TO AND UNDER ITS JURISDICTION PURSUANT TO THIS AGREEMENT, WILL BE ENRICHED AFTER TRANSFER TO TWENTY PERCENT OR MORE IN THE ISOTOPE 235 UNLESS THE PARTIES AGREE."

13. FOR OTTAWA: REVISE ARTICLE 8 AS FOLLOWS:

"EACH PARTY GUARANTEES THAT NO MATERIAL OR EQUIPMENT OR SENSITIVE NUCLEAR TECHNOLOGY INVOLVING HEAVY WATER PRODUCTION TRANSFERRED TO AND UNDER ITS JURISDICTION PURSUANT TO THIS AGREEMENT AND NO MATERIAL USED IN OR PRODUCED THROUGH THE USE OF ANY SUCH MATERIAL, EQUIPMENT OR TECHNOLOGY SO TRANSFERRED TO AND UNDER ITS JURISDICTION SHALL BE USED FOR ANY NUCLEAR EXPLOSIVE DEVICE, FOR RESEARCH ON OR DEVELOPMENT OF ANY NUCLEAR EXPLOSIVE DEVICE, OR FOR ANY OTHER MILITARY PURPOSE."

14. FOR OTTAWA: REVISE PARAS ONE AND TWO OF ARTICLE 9

AS FOLLOWS: "1. THE UNITED STATES SHALL HAVE THE RIGHT TO REVIEW THE DESIGN OF ANY REACTOR, OTHER EQUIPMENT, AND HEAVY WATER PRODUCTION FACILITY PRODUCED OR CONSTRUCTED THROUGH THE USE OF SENSITIVE NUCLEAR TECHNOLOGY, WHICH ARE TO BE TRANSFERRED PURSUANT TO THIS AGREEMENT TO CANADA OR WHICH ARE TO USE, FABRICATE, PROCESS OR STORE ANY MATERIAL SO TRANSFERRED, HEAVY WATER PRODUCED THROUGH THE USE OF ANY SUCH TECHNOLOGY SO TRANSFERRED, OR ANY SPECIAL NUCLEAR MATERIAL USED IN OR PRODUCED THROUGH THE USE OF SUCH MATERIAL EQUIPMENT OR PRODUCED HEAVY WATER.

"2. THE UNITED STATES SHALL HAVE THE RIGHT TO REQUIRE THE MAINTENANCE AND PRODUCTION OF RECORDS AND TO REQUEST AND RECEIVE REPORTS FOR THE PURPOSE OF ASSISTING IN ENSURING THE ACCOUNTABILITY FOR ANY MATERIAL TRANSFERRED TO CANADA BY THE UNITED STATES PURSUANT TO THIS AGREEMENT, ANY HEAVY WATER PRODUCED THROUGH THE USE OF SENSITIVE

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NUCLEAR TECHNOLOGY INVOLVING HEAVY WATER PRODUCTION SO TRANSFERRED, AND ANY SOURCE MATERIAL OR SPECIAL NUCLEAR

MATERIAL USED IN OR PRODUCED THROUGH THE USE OF ANY MATERIAL OR EQUIPMENT SO TRANSFERRED OR SUCH PRODUCED HEAVY WATER."

15. IN THE FIRST SENTENCE OF PARA 4 OF ARTICLE 9, REPLACE THE WORDS "UNDER THIS AGREEMENT" WITH THE WORDS "UNDER PARAGRAPH 2".

16. INSERT A NEW PARAGRAPH 5 IN ARTICLE 9 AS FOLLOWS, RENUMBERING THE SUBSEQUENT PARAGRAPHS:

"5. THE UNITED STATES AGREES TO ACCEPT THE APPLICATION OF IAEA SAFEGUARDS ON ANY MATERIAL TRANSFERRED TO THE UNITED STATES PURSUANT TO THIS AGREEMENT AND ON ANY SOURCE OR SPECIAL NUCLEAR MATERIAL USED IN OR PRODUCED THROUGH THE USE OF ANY MATERIAL OR EQUIPMENT SO TRANSFERRED (FOR OTTAWA, ADD "(A)" BEFORE "ANY MATERIAL OR EQUIPMENT SO TRANSFERRED" AND ADD: "OR (B) ANY HEAVY WATER PRODUCED THROUGH THE USE OF SENSITIVE NUCLEAR TECHNOLOGY INVOLVING HEAVY WATER PRODUCTION SO TRANSFERRED,") IN ACCORDANCE WITH THE PROVISIONS OF AN AGREEMENT TO BE ENTERED INTO BETWEEN THE UNITED STATES AND THE IAEA FOR THE APPLICATION OF SAFEGUARDS IN THE UNITED STATES. PENDING THE ENTRY INTO FORCE OF SUCH AN AGREEMENT BETWEEN THE UNITED STATES AND THE IAEA, MUTUALLY SATISFACTORY SAFEGUARDS ARRANGEMENTS SHALL BE MADE BETWEEN THE PARTIES WITH RESPECT TO MATERIAL IN THE UNITED STATES SUBJECT TO THIS AGREEMENT."

17. REVISE RENUMBERED PARAGRAPH 7 OF ARTICLE 9 TO READ: "UPON REQUEST OF EITHER PARTY, THE OTHER PARTY SHALL REPORT OR PERMIT THE IAEA TO REPORT ON THE STATUS OF ALL INVENTORIES OF ANY MATERIALS SUBJECT TO PARAGRAPH 2 OR 5, AS APPLICABLE."

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TORIES OF ANY MATERIALS SUBJECT TO PARAGRAPH 2 OR 5, AS APPLICABLE."

18. REVISE RENUMBERED PARAGRAPH 8 OF ARTICLE 9 TO READ: "EACH PARTY GUARANTEES IT SHALL MAINTAIN THE SAFEGUARDS REQUIRED BY THIS AGREEMENT AND SHALL FACILITATE THE APPLICATION OF SUCH SAFEGUARDS."

19. REVISE RENUMBERED PARAGRAPH 9 OF ARTICLE 9 TO READ: "THE PROVISIONS OF THIS ARTICLE SHALL BE IMPLEMENTED IN SUCH MANNER SO AS NOT TO HAMPER, DELAY OR UNDULY INTERFERE IN THE PARTIES NUCLEAR ACTIVITIES AND SO AS TO BE CONSISTENT WITH PRUDENT MANAGEMENT PRACTICES REQUIRED FOR

THE ECONOMIC AND SAFE CONDUCT OF THE PARTIES' NUCLEAR PROGRAMS."

20. REVISE ARTICLE 10 BY INSERTING A NEW PARAGRAPH ONE, AS FOLLOWS, AND RENUMBERING THE EXISTING TEXT TO BE PARAGRAPH 2:

"1. NEITHER PARTY SHALL EXERCISE ANY RIGHTS IT HAS TO APPROVE THE RETRANSFER OR ENRICHMENT BY ANOTHER NATION OR GROUP OF NATIONS OF MATERIAL OR EQUIPMENT TRANSFERRED PURSUANT TO THIS AGREEMENT OR TO APPROVE THE RETRANSFER, REPROCESSING OR OTHER ALTERATION IN FORM OR CONTENT OF IRRADIATED FUEL ELEMENTS USED IN OR PRODUCED THROUGH THE USE OF SUCH MATERIAL OR EQUIPMENT, UNLESS THE PARTIES AGREE. THIS OBLIGATION APPLIES ONLY WHERE ONE PARTY HAS BEEN NOTIFIED BY THE NATION OR GROUP OF NATIONS REQUESTING APPROVAL THAT THE OTHER PARTY HAS THIS RIGHT OR ITS EQUIVALENT. IN THE EVENT NO SUCH NOTIFICATION IS RECEIVED, THE PARTIES SHALL CONSULT PRIOR TO GRANTING APPROVAL."

21. REVISE ARTICLE 11 AS FOLLOWS:

"1. IN THE EVENT EITHER PARTY AT ANY TIME FOLLOWING ENTRY INTO FORCE OF THIS AGREEMENT DOES NOT COMPLY WITH THE PRO-CONFIDENTIAL

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VISIONS OF ARTICLES 5, 6, 7, 8, OR 9, OR TERMINATES OR ABROGATES AN IAEA SAFEGUARDS AGREEMENT, THE OTHER PARTY SHALL HAVE THE RIGHT TO (I) CEASE FURTHER COOPERATION UNDER THIS AGREEMENT; AND (II) REQUIRE THE RETURN OF ANY MATERIAL AND EQUIPMENT TRANSFERRED UNDER THIS AGREEMENT AND ANY SPECIAL NUCLEAR MATERIAL PRODUCED THROUGH THE USE THEREOF.

"2. IN THE EVENT (), AT ANY TIME FOLLOWING ENTRY INTO FORCE OF THIS AGREEMENT, DETONATES A NUCLEAR EXPLOSIVE DEVICE, THE UNITED STATES SHALL HAVE THE SAME RIGHTS AS SPECIFIED IN SUBPARAGRAPHS (I) AND (II) OF PARAGRAPH 1.

"3. IN THE EVENT EITHER PARTY EXERCISES ITS RIGHTS UNDER THIS ARTICLE TO REQUIRE THE RETURN OF ANY MATERIAL OR EQUIPMENT, IT SHALL PAY THE COST OF SHIPMENT AND, AFTER RETURN, SHALL REIMBURSE THE OTHER PARTY THE FAIR MARKET VALUE OF SUCH MATERIAL OR EQUIPMENT LESS THE REASONABLE COST OF SHIPMENT. IN THE EVENT THIS RIGHT IS EXERCISED, THE PARTIES SHALL MAKE SUCH OTHER APPROPRIATE ARRANGEMENTS AS MAY BE REQUIRED WHICH SHALL NOT BE SUBJECT TO ANY FURTHER AGREEMENT BETWEEN THE PARTIES AS OTHERWISE CON-TEMPLATED UNDER ARTICLES 5 AND 6."

22. FOR OTTAWA: REVISE ARTICLE 12 AS FOLLOWS:

"1. THE AGREEMENT FOR COOPERATION BETWEEN THE GOVERN-MENTS OF THE UNITED STATES OF AMERICA AND CANADA CONCERNING

CIVIL USES OF ATOMIC ENERGY SIGNED ON JUNE 15, 1955, AS
AMENDED, SHALL TERMINATE ON THE DATE THIS AGREEMENT ENTERS
INTO FORCE EXCEPT ARTICLE II BIS B WHICH SHALL CONTINUE

IN FORCE AS PROVIDED IN ARTICLE XI OF THE AGREEMENT FOR
COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES
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OF AMERICA AND CANADA FOR MUTUAL DEFENSE PURPOSES SIGNED
MAY 22, 1959.

"2. COOPERATION INITIATED UNDER THE PREVIOUS AGREEMENT
SHALL CONTINUE IN ACCORDANCE WITH THE PROVISIONS OF THE
PRESENT AGREEMENT. ALL THE PROVISIONS OF THIS AGREEMENT
SHALL APPLY TO MATERIAL AND EQUIPMENT SUBJECT TO THE
PREVIOUS AGREEMENT AND TO THE AGREEMENTS EMBODIED IN
THE EXCHANGES OF NOTES OF MARCH 25, 1976, AND NOVEMBER 15,
1977."

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<< END OF DOCUMENT >>

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